

# Exhibit B

**PMSA**

**Police Managers' & Supervisors'  
Association**

**&**

**Las Vegas Metropolitan  
Police Department**

**Collective Bargaining  
Agreement**

**July 1, 2014 – June 30, 2016**

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## ARTICLE 1 - RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the Las Vegas Metropolitan Police Department, hereinafter referred to as "Department", recognize the Las Vegas Police Managers' and Supervisors' Association, hereinafter referred to as the "PMSA", as the exclusive representative of the eligible Department employees, as hereinafter defined, for the purpose of collective bargaining. The PMSA makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

Only members in good standing with the Association are eligible to vote on the contents of this contract drawn as the results of collective bargaining.

## ARTICLE 2 - SCOPE OF AGREEMENT

**2.1 Bargaining Unit.** The term "employee" as used in this Agreement applies to those persons having a regular commissioned Civil Service appointment to the work force of the Department, excluding, however, appointive and other administrative employees, confidential employees, and employees in other recognized bargaining units.

### **2.2 List of Eligible Classes:**

- Sergeant - Police & Corrections
- Lieutenant - Police & Corrections
- Captain - Police & Corrections

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## ARTICLE 3 - DEFINITIONS

This Agreement is made pursuant to, and in conjunction with, the Local Government Employee-Management Relations Act of the State of Nevada, and all terms used herein, which are terms used in the Local Government Employee-Management Relations Act, shall have definitions ascribed to them by said Act.

## ARTICLE 4 - ASSOCIATION SECURITY

**4.1 Check Off.** The Department agrees to deduct from the paycheck of each employee within the bargaining unit, who has signed an authorized payroll deduction card, such amount as has been designated by the PMSA as PMSA dues and is so certified by the Treasurer of the PMSA. The PMSA will certify to the Department, in writing, the current rate of membership dues. The Department will be notified of any change in the rate of membership dues (30) days prior to the effective date of such change.

Such funds shall be remitted by the Department to the Treasurer of the PMSA within one (1) month after such deductions. The employee's authorization for such deductions is revocable at the will of the employee, as provided by law, and may be terminated at any time by the employee giving (30) days written notice to the Department and the PMSA or upon termination of the employee.

**4.2 Hold Harmless.** The PMSA agrees to indemnify and hold the Department harmless against any and all claims, suits, orders or judgments brought or issued against the Department as a result of any action taken or not taken by the Department in conformance with the provisions of this Article.

The Department will not be required to honor any bi-weekly deduction authorizations that are delivered to the Payroll Section after the beginning of the pay period during which the deductions should start.

**4.3 Errors.** The PMSA agrees to refund to the Department any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

## ARTICLE 5 - ASSOCIATION RIGHTS

**5.1 Leave Hours.** The Department agrees to provide 400 hours each fiscal year, accumulative for the duration of this contract, for the use of PMSA members to conduct Association business associated with the administration of the collective bargaining agreement which is inclusive of representation of bargaining unit employees and including day to day operations, i.e., conventions, seminars, training, and lobbying during the legislative session. Once the maximum yearly hours are exceeded, annual leave will be used.

**5.2 Limits on Use.** The PMSA agrees not to exceed six (6) individuals request for PMSA leave at one time and under normal circumstances, no two of the six individuals can be from the same unit or section of the Department unless authorized by the Bureau Commander.

**5.3 Association Authorization.** The Chairman, or his designee, will determine the use of PMSA leave.

**5.4 Application for Leave.** Members who have been authorized to be relieved from duty for the purposes above will submit LVMPD 2 (Application for Leave) through the chain of command to Payroll. The application for leave will indicate the hours absent are for PMSA business.

**5.5 Association Positions.** The Association will also be entitled to adopt two (2) full-time positions with an additional 400 hours for the above describe use. One of the full-time positions will be from the sergeant rank. This limitation to the sergeant classification will be fixed and an assigned sergeant will not have the ability to promote in place. In the event an assigned sergeant promotes to lieutenant, the employee will be removed from the Association assignment upon date of promotion. In the event a full-time person is appointed to serve, he/she shall not suffer any loss of pay and will be entitled to return immediately to the assignment they left if the assignment still exists.

*Annotation: It is understood if a Captain serves as the Chairperson of the Association, the person may not fill a full-time association position as allowed above.*

**5.6 Investigative Procedures** – Labor Relations and the Association will conduct mandatory training regarding the investigative procedures set out below. This training will be for all commissioned supervisors and OIA investigators upon implementation. Thereafter, every new supervisor and OIA investigator will receive this training as well.

- A. The parties recognize the rights of all police officers under NRS 289 (Addendum A). The Association will receive a copy of all notices and summaries of any internal investigation of an employee at the time the notice and summary is sent to the employee via e-mail.
- B. Employees called for a witness interview in an investigation will have the same rights as subject employees and will be entitled to Association representation during any interview.
- C. The parties agree that on any investigation conducted pursuant to NRS 289, a summary of facts will be provided to the subject employee who is to be interviewed. For purposes of this section, "summary" means a description of the allegation, with the locations, time and date. If the location, time or date are unknown, the notice will so state. If there are multiple allegations, then the summary of facts must address all of the allegations and include a description of the misconduct or performance problem.



The Association may raise issue with the named investigator as required by NRS 289 if it is believed there is a conflict of interest. In such instance, the matter shall be presented to the Captain of Internal Affairs Bureau and his/her decision regarding the matter shall not be appealable.

- D. An employee covered by this agreement will have present an employee of the same or higher rank (commission) when being interviewed as part of an investigation. This obligation may be waived by the employee.
  - E. When alleged employee misconduct is discovered during the course of an internal investigation unrelated to the original matter under investigation, a second complaint number will be obtained and a separate investigation initiated into the unrelated misconduct. This provision will not apply if it is determined an employee was untruthful during the investigation. In such instances the finding will be "misconduct not based on complaint."
  - F. When the Department receives notice of a complaint against an employee, that employee will be notified as to the existence of the complaint through the employee's chain of command as expeditiously as practicable. Such notice shall be made via email. In situations where covert actions may be necessary to properly complete an investigation, no notice will be given the employee until those actions are completed. Additionally, the parties agreed that notice will only be necessary when it is determined an investigation will be undertaken. This alleviates the need for any notice while a supervisor or IA is conducting a preliminary review to determine if an investigation should go forward.
  - G. Untruthfulness during an internal investigation is defined as the willful making of a knowingly false statement of material fact. This finding shall be reviewed and approved by the Assistant Sheriff responsible for the Office of Internal Affairs prior to a disposition being sent out.
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- H. When the Department possesses information or facts which contradict an employee's recollection of those facts under investigation, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after informing the employee of the specific contradiction(s).
  - I. When the Department possesses information in an electronic, audio, video or written format, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after the employee is given the opportunity review the media evidence.
  - J. On any statement, report or document prepared at the direction of the department, for an internal investigation, the protections afforded to employees pursuant to NRS 289 and under the doctrines set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), will apply to all employees.
  - K. Employees, whether a witness or subject employee, will receive 48-hours notice of an interview unless such notice is specifically waived in writing with the employee's signature. If a subject employee waives the notice period, this waiver must also be approved by the Association. A reasonable extension will be granted for a subject employee at the request of the Association.
  - L. As a guideline, no interview session will extend more than four (4) hours unless the employee agrees to more time in one 24-hour period. Regular breaks will occur during the interview based on any person's request attending the interview.
  - M. When charged with a criminal offense, the Department may, at the employee and the Association's request, waive an interview of the subject employee if there are sufficient facts present to make a fair determination in the case.

- N. The Association, Internal Affairs, an employee or Labor Relations may suggest that a case meets the criteria where a formal investigation may be waived. If the parties agree to the alleged violation and the appropriate level of discipline, the investigation and any subsequent right to the grievance procedure will be waived. This agreement will be reflected in a letter sent from the Association to the Internal Affairs Bureau Lieutenant through Labor Relations.

### **5.7 Discipline**

A. Mitigation of Penalty Factors: The following factors will be examined when making disciplinary decisions. These factors will be utilized as appropriate to the facts of the case and in conjunction with CIVIL SERVICE RULE 510 and the Disciplinary Decision Guide.

- The nature and seriousness of the offense, and its relationship to the employee's duties, position, and responsibilities;
  - The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
  - The employee's past disciplinary history;
  - The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
  - The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
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- Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
  - Consistency of the penalty with any applicable Department table of penalties;
  - The notoriety of the offense or the impact it could have upon the reputation of the Department;
  - The clarity with which the employee was on notice of any rules that were violated in committing the offense or had been warned about the conduct in question.

### **B. Levels of Discipline**

- Written Reprimand
- Suspension
- Disciplinary Transfer
- Removal from a Promotional List
- Demotion
- Termination

**5.8 Access to Briefings.** The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration of this collective bargaining agreement. Discussions relating to the Association's recognition as the exclusive bargaining agent are not authorized. Access to briefing sessions will be approved by the Chairman and the appropriate Division Chief who will mutually agree upon the schedule and amount of time taken by the Association during such briefing sessions.

## ARTICLE 6 - STRIKES AND LOCKOUTS

**6.1 Strike.** The PMSA will not promote, sponsor, or engage in any strike or any slowdown, interruption of work or operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, against the Department; or any other intentional interruption of the operations of the Department, regardless of the reason or reasons for so doing, and the PMSA will use its best efforts to induce all employees covered by this agreement to comply with this pledge.

It is also understood that the Association and the Department will adhere to the provisions of N.R.S. 288.240, 288.250, 288.260, and 288.270.

**6.2 Lockout.** The Department will not lock out any employees covered hereunder as a result of a labor dispute or any other disagreement with the PMSA.

## ARTICLE 7 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Department, including, but not limited to:

- Hire, direct, classify, assign or transfer employees; except when such assignment or transfer is done as part of disciplinary purposes.
- Reduce in force, layoff, or demote, any employee because of lack of work or lack of money. Reductions in grade, due to a reduction in force, shall be conducted in accordance with the requirements of Article 17 - Reduction in Force.
- Determine appropriate staffing levels and work performance standards and the means and methods by which operations are conducted, except for safety considerations.
- Determine work schedules, tours of duty, daily assignments, standards of performance, and or the services to be rendered.
- Determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
- Subcontract or contract services of any job, section, unit, or division of the department.
- Determine the content of the work day, including without limitation, workload factors, except for employee safety considerations.
- Take whatever action may be necessary to carry on its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency. Any action taken by the Department under the provisions of this subsection shall not be construed as a failure to negotiate or keep the intended good faith.
- Manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
- Promote employees and determine promotional procedures as provided in NRS 280.310.

- Educate and train employees and determine corresponding criteria and procedures.
- The Department shall have such other exclusive rights as may be determined by NRS 288.150.
- The Department's failure to exercise any right, prerogative, or function hereby reserved to it shall not be considered a waiver of that right, prerogative, or function.

Nothing contained herein shall supersede any provisions of NRS 288.150.

## ARTICLE 8 - HOLIDAYS

**8.1 Designated Days.** The Department and the PMSA agree that the legal holidays shall be:

New Year's Day	Nevada Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Day before Christmas
Labor Day	Christmas Day

Any legal holiday specifically appointed for local government employees by the President of the United States.

**8.2 Weekend Designations.** If any of the above holidays fall on Sunday, the following Monday shall be considered as the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

**8.3 Eligibility.** All full-time employees who are employed 80 hours per pay period shall be entitled to time off for such legal holidays. If an employee is off-duty on a scheduled work day, which is also a holiday, he/she will be considered off in lieu of the holiday. If an employee is on duty on a scheduled work day, which is a holiday, they will be eligible to receive the holiday benefit as described in section 8.4 Holiday Work. All full-time employees, in order to be entitled to a legal holiday as provided, shall be on a full pay status on their scheduled work day immediately preceding and immediately following such holiday.

The Association will have the opportunity to discuss scheduling designations with the Deputy Chief responsible for the area of concern. Scheduling designations will generally occur at least 30 days in advance.

**8.4 Holiday Work.** At least 14 days prior to any holiday the Bureau Commander in conjunction with the Division Chief will identify the employees required to work the holiday on their scheduled shift. The employees required to work the holiday as part of their scheduled shift will be required to remain available for call out at the conclusion of that shift. All other employees are deemed to be off on the holidays designated in 8.1 Designated Days.

Employees who work on a legal holiday as part of their regular work schedule shall receive their normal salary for the holiday(s) on a straight time basis for the hours worked. Also, employees shall receive an additional eight (8), nine (9), ten (10), or 12 hours of vacation leave, or straight time pay, depending upon their regular schedule.

Employees who are on administrative leave for use of force shall receive the holiday benefit as though he/she was working his/her regular work schedule. Employees who are off-duty on workers' compensation shall be considered off in lieu of the holiday.

Employees who are required to work on a holiday and call in sick will be carried as sick and payroll will post employee off in-lieu of holiday-sick. Sick accruals will not be deducted, but this sick leave will count towards bonus time eligibility.

**8.5 Holiday Compensation.** Employees whose regularly scheduled day off falls on a legal holiday shall receive eight (8), nine (9), ten (10), or 12 hours of straight time pay or vacation leave depending upon their regular work schedule.

An employee required to work on a legal holiday which falls on his scheduled day off shall be paid time and one half for hours actually worked. Additionally, the employee will receive eight (8), nine (9), ten (10) or 12 hours of straight time pay, or vacation leave depending upon their regular work schedule.

*Annotation: In 1998, these deletions were made because the language was redundant with the provisions of 8.4 Holiday Work.*

**8.6 Pay Option.** Pursuant to the provisions above, employees covered by this Agreement may twice a year select the option of pay or vacation leave for holidays. The employee's selection will remain in effect until a change is made. Any changes made are due in Payroll by June 5<sup>th</sup> to be effective on the July 4 holiday and due in Payroll by December 5<sup>th</sup> to be effective for the December 24 holiday. If selection is not made, vacation leave will be given.

## ARTICLE 9 - VACATION

**9.1 Purpose.** The Department and the PMSA agree that vacation leave is provided to employees for purposes of rest and relaxation from their duties and for attending to personal business.

**9.2 Accrual.** Employees shall be eligible to take vacation leave after completion of six (6) months of continuous full-time service. Vacation leave shall accrue at the rate of 4.62 hours per pay period during which an employee is in a paid status, excluding overtime. Vacation leave does not accrue during periods of leave without pay or for employees who have exceeded 800 hours of workers' compensation. After 15 years of continuous service, vacation leave shall accrue at the rate of 6.15 hours per pay period during which an employee is in a paid status, excluding overtime. After 20 years of continuous service, vacation leave shall accrue at a rate of 7.68 hours per pay period during which an employee is in a paid status, excluding overtime.

**9.3 Accumulation.** Vacation leave may be accumulated in the following manner:

- Employees with less than ten (10) years of service may accumulate up to a maximum of 320 hours plus the current accumulation for the calendar year.
- Employees with more than ten (10) years of service, but less than 15 may accumulate up to a maximum of 360 hours plus the current accumulation for the calendar year.
- Employees with 15 or more years of service may accumulate up to a maximum of 400 hours plus the current accumulation for the calendar year.

Any vacation leave which exceeds the allowed maximum shall be forfeited on December 31<sup>st</sup> of each calendar year. The maximum accumulation may be extended by the Sheriff if operating conditions require the employee to cancel scheduled vacation or these conditions prevent the employee from utilizing vacation time.

Employees who leave the service of the Department are entitled to payment for unused vacation leave computed on the employee's gross salary (base, longevity, assignment differential and shift differential).

**9.4 Approval Process.** Application for vacation leave must be approved in advance of taking leave. An employee on authorized vacation leave may be granted an extension thereof upon his/her request.

Upon approval by the Sheriff or designee, an employee may be advanced vacation leave.

**9.5 Advance Leave.** An employee who has taken advance vacation leave beyond that accrued at the time of separation shall make restitution for such leave; either by deduction from any amount owed him/her by the Department or by cash refund.

**9.6 Sellback.** Employees may elect to exchange up to 40 hours vacation leave for up to 40 hours of gross salary, excluding overtime.



- Exchange of vacation leave shall only be done at the first payday of each November. Employees shall submit their request for sellback by October 1 of each year.
- Exchange privileges apply only to accrued vacation leave.

**9.7 Death of Employee.** Upon the death of an employee, the Department will make a lump sum payment of accrued vacation leave and other compensation due to the employee's most recently designated beneficiary on file or, if no designated beneficiary, to the employee's estate.

**9.8 Professional Leave Days.** Employees are authorized two (2) Professional Leave days annually. These days must be used by June 30<sup>th</sup> of each fiscal year. If an employee requests a Professional Leave day, the supervisor may not deny the request without approval of the next highest rank above the approving manager.

The Professional Leave day is to be taken as a full day according to the employee's regular work schedule, eight (8), nine (9), ten (10), or twelve (12) hours.

When an employee chooses to utilize and is granted a Professional Leave day on a holiday, the employee will receive their normal salary for the holiday on a straight time basis for the hours they would have worked. Also, the employee shall receive an additional eight (8), nine (9), ten (10), or twelve (12) hours of vacation leave credited to their vacation account, depending upon his/her regular schedule. The employee will lose the Professional Leave day once it is exercised in this manner.

## ARTICLE 10 - SICK LEAVE

**10.1 Accrual.** The Department and the PMSA agree that all full-time employees shall accrue four (4) hours of sick leave per pay period, or .05 hours for each hour of actual paid service in that pay period, excluding overtime and callback.

**10.2 Pay.** Employees shall be paid their current hourly rate for each hour of sick leave used. The rate of pay will be the same as what is received if the employee were to work his/her regular shift. With the exception of sick leave depletion, vacation leave shall not be used in place of sick leave.

**10.3 Utilization.** Upon approval of the Department, sick leave may be used by employees:

- Illness or Injury. Who are incapacitated from the performance of their duties by illness or injury; or
- Public Health Requirements. Whose attendance is prevented by public health requirements; or
- Doctor Appointment. Who are required to absent themselves from work for the purpose of keeping a doctor's or dental appointment; or
- Bereavement. Required to absent themselves from work for bereavement subsequent to the death of a member of their immediate family up to a maximum of 48 hours per occurrence. The Sheriff/designee may grant more than 48 hours, not to exceed 240 hours, upon request of the employee. Employees may utilize other paid leave for the purpose of bereavement; or
- Medical Emergency. Who are required to absent themselves from work to personally care for a member of their immediate family in those medical emergencies which require the employee's prompt attention. Emergency leave shall be taken as sick leave, except for a one-time provision of 48 hours of vacation leave that may be used per fiscal year.

**10.4 Approval/Notice.** All sick leave shall be approved by the designated Department representatives. Employees who do not become ill on the job shall call in as required by Department policy before the beginning of their shift when using sick leave. Any full-time employee who has exhausted his accumulated sick leave may be granted vacation, bonus, professional leave or leave without pay.

**10.5 Immediate Family.** Immediate family shall be defined as a spouse, parent, sibling, child, grandchild, grandparent, legally adoptive relationships, current in laws and step relations, or any of the previously specified relationships to the employee's spouse, significant other, or domestic partner. "Significant other" shall be interpreted to apply when it involves a person the employee lives with that they consider a mate. The expansion of the immediate family definition to include a "significant other" or domestic partner is not extended to any other provisions in this contract.

**10.6 Family and Medical Leave.** Determination as to the eligibility of Family and Medical Leave must be made prior to, if foreseeable, or during the use of sick leave and the employee must be advised before returning to work of the status of that leave. Employees with questions about FMLA should consult with the Health Manager or his/her designee and/or the Association for clarification.

**10.7 Reporting Requirements.** Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave.

- Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above within 24 hours of returning to work.
- Certificate of Recovery and Fitness: A Certificate of Recovery and Fitness shall be submitted by an employee when requested to do so by the Sheriff or his designee. Such certificate shall be signed by a physician and shall state that the employee is capable of returning to work.

#### **10.8 Open**

#### **10.9 Open**

**10.10 Bonus Time.** Employees who have taken no more than three (3) days of the combination of sick leave (including FMLA), leave without pay, or workers compensation non-accrual time during his/her employment year (employee's hire date) shall receive three (3) shifts of bonus time based on the employee's regular work schedule eight (8), nine (9), ten (10), or 12 hours at the time of accrual, which shall be credited to the employee's bonus leave account the following pay period. Lieutenants and Captains hired after July 1, 1992 may only accumulate 240 hours of bonus time. Sergeants hired after July 1, 1982 may only accumulate 240 hours of bonus time.

Employees who leave the service of the Department are entitled to payment for unused bonus time computed on the employee's gross salary (base, longevity, assignment differential and shift differential).

*Annotation: An employee who is granted workers compensation leave in excess of 800 hours will not be eligible for bonus time for the employment year that the initial workers compensation non-accrual time occurred. Yearly, re-occurring non-accrual workers compensation time greater than three (3) days will count towards bonus time eligibility.*

**10.11 Payment Limitation.** Employees hired or rehired on or after July 1, 1994, may not receive payment for more than 1,250 hours of accumulated sick leave at time of termination, retirement, or resignation.

**10.12 Payout.** If a permanent employee leaves the Department after ten (10) years of continuous service, the employee shall receive payment for 50% of the employee's allowable sick leave accumulation. After 15 years of continuous service, the employee shall receive payment for 62.5% and after 20 years of continuous service,



payment for 75% of the employee's sick leave accumulation. After 25 years of continuous service the employee shall receive payment for 87.5 percent of the employee's sick leave accumulation. In all circumstances prior to 30 years of continuous service, payment for sick leave will be computed at the employee's base salary rate plus longevity. After 30 years of continuous service, payment shall be increased to 100 percent of the employee's sick leave accumulation at the employee's regular rate of pay. Regular rate of pay is defined as the rate of pay an employee would receive if he/she was actually working a shift and includes the following: base pay, step increases, longevity, shift differential and assignment differential pay.

An employee hired or rehired after July 1, 1994, may utilize the benefit of this provision one (1) time only. Employees hired or rehired after July 1, 1994, may not receive payment for more than 1,250 hours of accumulated sick leave at time of termination, retirement, or resignation. Any hours exceeding the 1,250 hour limitation will be forfeited.

Employees hired prior to July 1, 1994, will only receive 87.5 percent or 100 percent payment on accumulated hours up to 1,250 hours, whichever is appropriate based on years of service. All other accumulated hours will be paid at 75 percent. (See 15.5 Employee Benefit Trust Fund for possible deductions to this payout provision.)

**10.13 Death Benefit.** In the event of the death of an employee, the employee's beneficiary shall receive payment for sick leave accrued at the time of the employee's demise at the rate of 50 percent from zero (0) to ten (10) years; 75 percent for 11 to 20 years; and 100 percent for over 20 years employment with this Department. In the event of an in-line-of-duty death, the employee's beneficiary will receive 100% payment for sick leave accrued at time of death.

*Annotation: In 1998, these changes were made because it wasn't felt that a hire date prior to 1992, should factor into payment in the event of a death and to put this benefit in line with what is provided officers covered by the PPA.*

## ARTICLE 11 - SPECIAL LEAVES

**11.1 Military Leave.** An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training, as outlined in the provisions of N.R.S. shall be granted a maximum of 30 shifts of paid leave per calendar year. The 30 shifts provided herein are meant to be used in conjunction with the statutory obligation. Any statutory time used will be deducted from the 30 shifts.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal law. In addition, an employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall suffer no loss of benefits. The Department will supplement the employee's military pay to ensure their gross pay is equal to his/her regular pay. The employee's pay will be adjusted whenever normal increases occur to his/her salary.

At the beginning of each calendar year or after a change in status or assignment, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of active duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's bureau file.

The employee will provide an LVMPD 2, Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The supervisor will forward the form to Payroll for processing. A copy of the military duty documents must be given to the employee's immediate supervisor for

submission through their chain of command to Payroll (military duty documents required may be unit training schedules, earning statements, orders or DD214's). Emails are not acceptable documentation but may be used to transmit PDF copies of the required military duty documents. If the employee was unable to provide the appropriate documentation prior to his/her military leave, the required documents must be submitted within 30 days after deployment. The Department recognizes that on a rare occasion an issue may arise in submitting the required paperwork within the above timelines. Such issues will be addressed by the Department on a case by case basis.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

For the purpose of this section, an "approved scheduled vacation" means any vacation request submitted to the immediate supervisor 2 weeks or more in advance and is approved.

Employees may utilize vacation leave in lieu of leave without pay for military leave. Use of vacation leave for this purpose shall not be controlled by other policies, procedures or rules that effect vacation leave.

## **11.2 Open**

**11.3 Maternity/Paternity.** Pursuant to the dictates of Public Law 955-555, effective April 29, 1979, the condition of pregnancy shall be treated as a disability illness under the provisions of Article 10 - Sick Leave, herein.

- Employees shall be entitled to take up to six (6) months of leave for maternity/paternity purposes commencing as determined below within 12 months following the birth, placement of a son or daughter with the employee for purposes of adoption or foster care or adoption of the child.

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- An employee, upon becoming aware of her pregnancy, shall obtain a certificate from her physician stating that the physician is acquainted with the type of work being performed by the employee and that it will not be injurious to her health or the health of the expected child for her to continue working. After the initial certificate has been presented, a similar certificate shall be presented monthly, commencing with the sixth month of pregnancy. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly certificates or until the date specified by their physician as the date beyond which they should not be permitted to work. If the employee fails to present any required monthly certificate within five days of the date due, she may be placed on maternity leave after three (3) calendar days notice by the Department.
- Employees will use FMLA leave time at the beginning of the maternity/paternity leave and exhaust such FMLA leave time concurrently with their accrued leave, beginning with compensatory time. The remainder of leave taken should be pre-identified to Payroll. If the employee does not pre-identify leave usage, Payroll will use leave in the following order: sick, vacation, bonus leave. All maternity/paternity leaves must be taken as one continuous leave period (unless special circumstances clearly shows a legitimate need for broken periods of leave) with the leave without pay being the last to be designated.

**11.4 Application and Examination Leave.** An employee shall be permitted reasonable time off with pay during the employee's shift to make application and/or take an examination for Departmental promotional or transfer opportunity. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity.

### *11.5 Catastrophic Leave.*

- A. Requests: When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leaves as a result of the illness/injury, then the eligible employee may file a request for donations of leave with the Association. The request must be accompanied by:
- A medical statement from the attending physician, explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.
  - Evidence of the Bureau Commander's approval of leave of absence.
- B. Request Review: The Chairman of the Association and the Deputy Chief of Professional Standards will review the request to verify the employee's eligibility to receive leave donations.
- C. Solicitation: The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for a two-week period of time and all donations will be submitted to the Association on the application for leave form.
- D. Donations: Donations can be made from the donor's bonus hours, and vacation leave hours. Sick leave cannot be donated. The minimum donation is four (4) hours. The Association and the Department will cooperate to ensure the leave is properly credited.
- E. Donation Conversion: The Association will forward donations on an as needed basis to the Department Payroll Section, where the donated hours will be converted to dollars at the hourly rate of the donor. ~~The dollars will then be converted to sick leave at the hourly rate of the recipient. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain in a sick leave bank for future use.~~
- F. Bank Hours: Bank hours, if any, may be approved on a matching basis, if needed (i.e., a solicitation for an approved employee nets 100 hours - after the 100 hours are used, up to another 100 hours from the bank, if hours are available. If an employee fails to receive donated hours, no bank hours may be used).
- G. Eligibility: The Catastrophic Leave Program is available to all collective bargaining unit employees who require a minimum of 80 hours leave and meet the following definition of catastrophic illness/injury:
- "Catastrophic illness/injury is an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound or is the primary care giver to a member of the employee's immediate family). Eligibility may be denied if the illness or injury is the result of an illegal act by the employee or is intentionally self-inflicted."
- H. Worker's Compensation: Employees covered under a Worker's Compensation claim are not eligible for the Catastrophic Leave Program.
- I. Abuse: The parties agree that should any problem or abusive practice arise, that the parties will meet to make reasonable adjustments to facilitate the administration of the program or to eliminate these abusive practices.

## ARTICLE 12 - GRIEVANCE PROCEDURE

### 12.1 Grievance Procedure.

**Purpose:** The purpose of the following provision is to set forth, the methods and procedures for nondisciplinary disputes that may arise between the parties hereto. The following provisions shall govern the conditions of a grievance appeal.

**Definition:** A grievance shall be defined as a dispute regarding the application or interpretation of the collective bargaining agreement, any Department rule, regulation, policy, or procedure that governs the Department or a disciplinary action the employee is disputing. A grievant may have a representative of his/her choice at any or all steps.

*Note: The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Where Civil Service Rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service Rules will apply in circumstances where the contract is silent. An alleged violation of a Civil Service Rule not covered by the terms of this Agreement may only be appealable through Civil Service Rules.*

**Process:** If a dispute cannot be resolved informally, the employee shall hand deliver the grievance in writing within 30 calendar days of the employee's knowledge of the dispute or the date the employee signed the Adjudication of Complaint. All grievances must specify the Collective Bargaining Agreement provisions, the Civil Service Rule, or the department rule, written order, or regulation alleged to have been violated or the disciplinary action the employee is disputing. The grievance shall specify the facts known and available, which are alleged to constitute the violation.

### NON-DISCIPLINE.

Step 1. The grievance shall be hand delivered to and signed by the Deputy Chief/Assistant Sheriff in the employee's current chain within 30 calendar days of the employee's knowledge of the occurrence giving rise to the grievance. The Assistant Sheriff will accept the grievance if there is not a Deputy Chief in the employee's chain. The reviewer will hold a meeting with the grievant within 15 calendar days of the filing of the grievance to hear the dispute. The reviewer shall submit to the grievant and the Association a written response to the grievance, including a justification for such response, within 30 calendar days of the filing of the grievance.

Step 2. If the grievant and the Association Board (hereinafter referred to as the Association) is not satisfied with the response provided in Step 1, the Association or the employee without Association sanction, may request, within 30 calendar days of receipt of the Step 1 response, that the matter be resolved by an arbitrator.

The decision of the arbitrator shall be final and binding on the parties and shall be submitted to the parties within 30 days of the close of the hearing. In the event the arbitrator fails to meet this deadline and no decision is received within 60 calendar days, the parties will send a joint letter of inquiry. The parties will also meet when this occurs to determine an appropriate course of action with the arbitrator. In no event shall the arbitrator have any authority to exceed or alter any provisions of this contract or any rules, regulations, policy or procedure that govern the Department. Expenses of the arbitrator shall be equally shared by the parties. However, in the events an employee pursues a grievance without the sanction of the Association he/she shall be responsible for the costs associated with that grievance, which includes all the arbitrator's fees and expenses. In this case, the grievant will be required to submit an advance payment to the arbitrator prior to the arbitration being scheduled. This payment shall be dictated by the arbitrator based on his/her assessment of the time that will be involved in the case and communicated to the grievant. The grievant will have 30 days to submit

payment (post-marked) to the arbitrator. In the event the payment is not submitted within this time-frame, the appeal will be considered withdrawn with prejudice. Any overpayment shall be refunded to the employee at the same time the arbitrator presents an award. All other expenses incurred by either party in the preparation of its case are to be borne solely by the party incurring such expense.

#### **DISCIPLINE**

**Step 1. Written Reprimand, Suspensions, or Disciplinary Transfers:** Appeals of these disciplines shall be hand delivered and signed by the supervisor two ranks above the grievant (or their designees), within 30 calendar days of the date the employee signed the adjudication. The reviewer will hold a meeting with the grievant and appropriate representative within 15 calendar days of the filing of the grievance to hear the dispute. The reviewer shall submit to the grievant and the Association, a written response to the appeal, including a justification for such response, within 30 calendar days of the filing of the appeal.

Appeals of written reprimands shall be resolved at this step and will be final and binding.

**Step 2. Appeals of discipline that involve a suspension, a disciplinary transfer or removal from a promotional list will be resolved by an arbitrator in an expedited manner and a bench decision will be required.**

If the grievant and/or Association is not satisfied with the response provided above, the Association or the employee without Association sanction, may request, within 30 calendar days of receipt of the response provided above, that the matter be resolved by an Arbitrator. The decision of the arbitrator shall be final and binding on the parties, but in no event shall the arbitrator have any authority to exceed or alter any provisions of this contract, which is inclusive of the Disciplinary Decision Guide. The arbitrator will have the authority to rule on procedural matters raised at the hearing with the basic understanding that the proceeding is intended to be informal and speedy, and that the procedural guidelines provided below shall be followed:

#### ***Procedural Guidelines for Hearing:***

- A. The arbitrators will be selected within the rotation already established by the parties. In the event the selected arbitrator declines to sit on an expedited arbitration, that arbitrator will not be removed from the master list, and will continue in the master arbitrator rotation.
- B. The parties will exchange exhibits at least 14 days prior to the hearing and witness lists and issue statements at least seven (7) days prior to the hearing. The time-frames set out herein may only be modified upon mutual agreement of the parties.
- C. The hearing will be closed and there will be no record other than the exhibits presented by the parties and the bench decision of the arbitrator. The individual representatives and support personnel may take individual notes for their own purposes.
- D. The Department has the burden of proof and will present its case first.
- E. At the conclusion of closing arguments, the case will be submitted to the arbitrator and a bench decision will be rendered the day of the hearing. The arbitrator may deny or grant the appeal. If the appeal is granted, the arbitrator will determine the appropriate remedy. In either event, the arbitrator's authority remains constrained as set out herein. The arbitrator will provide an explanation to the parties regarding the decision on the day of the hearing and put such decision in writing within seven (7) calendar days. If the written decision is not rendered the day of the hearing, it may be delivered to the parties via e-mail within the specified time-frame. The written decision shall be part and parcel to the fees charged by the arbitrator for the day of the hearing.



- F. Expenses of the arbitrator shall be shared equally by the parties. However, in the event an employee pursues a grievance without the sanction of the Association, he/she shall be responsible for the costs associated with that grievance which includes all the arbitrator's fees and expenses. In this case, the grievant will be required to submit an advance payment to the arbitrator prior to the arbitration being scheduled. This payment shall be dictated by the arbitrator based on his/her assessment of the time that will be involved in the case and communicated to the grievant. The grievant will have 30 days to submit payment (post-marked) to the arbitrator. In the event the payment is not submitted within this time-frame, the appeal will be considered withdrawn with prejudice. Any overpayment shall be refunded to the employee. All other expenses incurred by either party in the preparation of its case are to be borne solely by the party incurring such expense.

**Step 1. Demotion or Termination:** These disciplinary actions may be appealed directly to arbitration by filing a letter to the Sheriff, as set out below, within 30 calendar days of the employee's signing of the disciplinary adjudication or in the case of termination, within 30 calendar days of the employee's termination date.

The Association or the employee without Association sanction, may request that the matter be resolved by an arbitrator. A mutually agreed upon list of eligible arbitrators will be utilized by the parties on a rotational basis, based upon their availability within 90 calendar days of date of selection. The first arbitrator on the list will be notified of his appointment and the hearing will be scheduled within 90 calendar days of the notice to the arbitrator. If the selected arbitrator cannot serve within 90 calendar days and there is no mutual agreement to extend the date of the scheduled hearing, the next arbitrator will be scheduled under the same conditions. This will occur until a date can be agreed upon. Whomever the arbitrator is that is selected, the next case will first be offered to the next arbitrator on the list and the same procedure will be undertaken as described herein.

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In the event a case settles and the arbitrator doesn't serve, the arbitrator will be scheduled for the next, yet to be scheduled, hearing. Thereafter, the arbitrator shall remain in the original rotation on the list.

The decision of the arbitrator shall be final and binding on the parties and shall be submitted to the parties within 30 days of the close of the hearing. In the event the arbitrator fails to meet this deadline and no decision is received within 60 calendar days, the parties will send a joint letter of inquiry. The parties will also meet when this occurs to determine an appropriate course of action with the arbitrator. In no event shall the arbitrator have any authority to exceed or alter any provisions of this contract or any rules, regulations, policy or procedure that govern the Department.

Expenses of the arbitrator shall be equally shared by the parties. However, in the events an employee pursues a grievance without the sanction of the Association; he/she shall be responsible for the costs associated with that grievance, which includes all the arbitrator's fees and expenses. In this case, the grievant will be required to submit an advance payment to the arbitrator prior to the arbitration being scheduled. This payment shall be dictated by the arbitrator based on his/her assessment of the time that will be involved in the case and communicated to the grievant. The grievant will have 30 days to submit payment (post-marked) to the arbitrator. In the event the payment is not submitted within this time-frame, the appeal will be considered withdrawn with prejudice. Any overpayment shall be refunded to the employee at the same time the arbitrator presents an award. All other expenses incurred by either party in the preparation of its case are to be borne solely by the party incurring such expense.

The list of arbitrators will be maintained by the Association and the Office of Labor Relations. The parties will mutually select five (5) arbitrators that are listed on AAA, NAA or FMCS rosters to serve on the panel. The selected arbitrators may only be removed from the panel by mutual agreement or failure to remain on the AAA, NAA or FMCS rosters.

The Association and Department will meet to review and update the above list as deemed necessary by either party.

**Resolution:**

1. **Reduction in Discipline:** If the decision is to reduce the discipline, the reviewer that reduced the discipline will rewrite the Adjudication of Complaint. The new Adjudication of Complaint will show the new level of discipline in the appropriate place on the form. If the grievant does not accept the reduction in discipline, the matter can proceed to the next step of the procedure based on the original discipline.
2. **Exoneration of Discipline/Sustained Complaint:** If the decision is to remove all discipline, but not the sustained complaint, the written justification for such elimination of discipline will be attached to the internal investigation within IAPRO. In the event discipline is reduced from a Written Reprimand to a Contact Report, the Adjudication of Complaint will be removed from the employee's personnel file. A Contact Report will be placed within the SEPF (Supervisor Employee Performance File). If the decision is to exonerate the sustained finding, or to change the sustained finding, written justification will be attached to the internal investigation within IAPRO. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel file will be purged of all references to the investigation. The exoneration of discipline and the sustained complaint for disciplinary actions less than 40 hours can be authorized by the reviewer. The arbitrator may also exonerate the discipline and the sustained complaint if the grievance has been appealed to the level. Additionally, the IAB file will be modified to show exonerated and at whose direction.

*Annotation: The reductions of discipline pertaining to paragraph 1 will NOT include discipline that is reduced from a written or above to a Contact Report. Contact Reports are not considered a form of discipline; therefore the reviewer should follow the language in paragraph 2 where discipline is "exonerated."*

The Department will forward a copy of all disciplinary actions of employees covered by this agreement to the Association. Employee identifiers will be redacted from each Adjudication of Complaint.

**12.2 Time Limits.** In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a holiday.

- A. **Grievant/Association:** Failure on the part of the grievant/Association to process the appeal to the next step within the time limits established in this article presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the PMSA to respond on the employee's behalf.
- B. **Department:** Failure on the part of the Department's representatives to answer the grievance in the time limits established in the preceding paragraphs will allow the employee/PMSA to move the grievance to the next step in the procedure.

Time limits specified in this appeal procedure may only be extended by written agreement of both parties. If an appeal is not filed or processed within the time limits set forth above, it will be deemed withdrawn with prejudice, unless the time limitations established are waived or mutually extended by the parties.

**Documentation.** A copy of all appeals shall be forwarded to the PMSA and the Labor Relations section immediately upon filing with the Department. The Department shall establish procedures for the maintenance, control, and adjustment of appeal records.

## ARTICLE 13 - COMPENSATION

### 13.1 Salary

Effective June 30, 2010 and thereafter for the life of this agreement, employees shall be compensated as follows:

- Sergeant classification shall be fixed at 25% above the Police Officer/Corrections Officer II classification.
- Lieutenant classification shall be fixed at 20% above the Sergeant classification.
- Captain classification shall be fixed at 22% above the Lieutenant classification.

**Funding:** In the event the percent increase in the consolidated taxes received by either the City of Las Vegas or Clark County from one fiscal year to the next is less than the increase in the consumer price index for the same period, this section will automatically reopen. The annual CPI change to be used is the U.S. City average, All Urban Consumers, for July each year. Consolidated taxes are those revenues distributed by formula to the City and County. These include sales, motor vehicle, cigarette, liquor and property transfer taxes. Both CPI and actual tax revenue information will be available for comparison by October following the close of each fiscal year. Negotiations regarding this section will affect the fiscal year that begins the following July.

All paychecks will be paid through direct deposit and the employee will be able to view and print his/her payroll information electronically.

In the event the parties agree, pursuant to Article 15.1 that the PMSA's Health & Welfare Trust participants will join the Clark County self-funded health plan, this Article will re-open to discuss the salary increase scheduled for July 1, 2015. In addition, each party may open one additional Article.

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*Annotation: Effective July 1, 2011, all merit increases were reduced to one percent (1%) for FY 2011/12. Effective July 1, 2012, merit increases were applied to grant the employee the percentage remaining from the step that was applied in FY 2011/12 (approximately 3%). Employees that received a merit increase prior to December 20, 2011 retained the full merit. In the second year of the agreement, these same employees did not receive a merit increase in FY 12/13. As a result of these modifications to movement on the salary schedule, where the employee split a step advancement over a two-year period, the employee will, under normal circumstances, reach the last step on the salary schedule one (1) year later than they normally would have.*

**13.2 Assignment Differential Pay.** Assignment Differential Pay is temporary monetary compensation paid to some members of the PMSA as listed below: (Captains do not receive any assignment differential pay.)

**Direct Supervision:** All sergeants and lieutenants that directly supervise commissioned employees receiving assignment differential pay shall receive the 8% differential pay except as provided in the paragraph below. Once the supervisor/manager ceases to supervise any direct subordinate that is receiving assignment differential pay, their additional pay shall cease.

After the effective date of this agreement, members transferring for the first time to the Traffic Section or any investigative unit will receive four percent (4%) increase in pay for the first year and another four percent (4%) increase in pay thereafter while so assigned. Members who are transferring from one investigative unit to another investigative unit, regardless of bureau, will maintain their eight percent (8%) increase.

**Laughlin:** The police lieutenant assigned to Laughlin will receive resident differential of 20% whether or not he/she resides in Laughlin. No other additional compensation, such as commuter pay or shift differential, etc. will apply for this assignment and overtime hours will be accrued as is current practice with other resident officers as set out by the FLSA.



At any time the PPA changes or reduces ADP payments in their contract, the PMSA is obligated to make similar reductions as it relates to the payment of ADP, however, the Association will have the right to negotiate the form and application of the reduction.

**Resident Section:** All resident supervisors currently receiving resident ADP, will continue to receive their 20% ADP so long as they remain in their current assignment.

Any new supervisors assigned to: Moapa, Logandale, Overton, or Laughlin, will receive resident officer 20% ADP. Effective July 1, 2014, any new supervisors assigned to Sandy Valley will no longer receive 20% ADP.

Within six (6) months of a resident assignment, new sergeants assigned to these areas must establish residence in a location that will allow a 30 minute response time to the resident area of responsibility to retain the 20% ADP.

NOTE: ADP assignments are not promotional and, therefore, no property right exists. Employees shall only be paid ADP for the duration of their ADP assignment.

*Annotation: Any new supervisors assigned to Mt. Charleston, Blue Diamond, Jean, Stateline and Indian Springs after January 23, 2012, no longer receive 20% ADP.*

**13.3 Longevity.** The longevity pay for employees shall be paid on the following basis:

- Upon completion of ten (10) consecutive years of employment, covered employees shall be paid the equivalent of an additional five percent (5%) of their base salary, less any suspended longevity increases.
- For each continuing year of consecutive service thereafter, each employee shall receive an additional one-half of one percent (0.5%) increase of the base salary until a maximum of 15% has been reached.
- Longevity pay shall become effective in the pay period in which the employee's date of hire falls.

Employees hired on or after October 24, 2011, will not be eligible for compensation under this section.

*Annotation: Effective July 1, 2011 and through June 30, 2013, employees received half of the longevity increase specified above (.25%). Effective June 30, 2013, longevity increases were returned to the one-half of one percent (0.5%) specified above.*

As a result of the above longevity reduction, current employees will achieve full benefit of the longevity program after 31 continuous years of service.

#### **13.4 Jury/Court Pay.**

- **Jury Duty:** Eligible members called to serve on jury duty on a normally scheduled shift shall receive their regular pay as well as all jury pay. Those persons called but not selected to serve on the jury shall report back to work when excused.
- **On Duty Court:** Eligible members subpoenaed to appear on duty as a witness in a criminal proceeding connected with official duties, and who are not a party in such criminal proceeding, shall receive their regular pay, providing that all witness fees or pay are returned to the Department. Employees shall report to work when excused.
- **Off Duty Court:** Eligible members required to appear off-duty in court as a witness for the prosecution or defense, connected with official duties, shall be paid overtime with a minimum of two (2) hours. The eligible member shall also receive one (1) hour straight time for duces tecum subpoenas. In any event, the employee shall not be paid twice for the same hours. All witness fees shall be returned to the Department.

**13.5 Retirement Contributions.** The Department and the Association agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system. The Department shall comply with all the provisions of NRS 286.421 for the purpose of paying the employees' retirement contribution, but will not pay for the purchase of eligible prior service.

For the duration of this contract, any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each member's base pay equal to one-half ( $\frac{1}{2}$ ) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.

**13.6 Shift Differential.** Shift differential is defined as the amount of compensation authorized to be paid to an employee in addition to his/her regular straight time hourly rate for working a regularly scheduled shift other than day shift. Any regularly scheduled shift that begins or ends outside the 5:00 a.m. or 8:00 p.m. time period shall be eligible for shift differential pay computed at four percent (4%) of base pay. Eligibility for shift differential pay will be determined on a shift by shift basis. Captains are not eligible for shift differential. Employees that work a shift where their hours of work fully encompass the hours of midnight to 5:00 a.m. will receive an additional 2% differential.

Clark County Detention Center employees that are assigned the 12-hour graveyard shift that encompass the hours defined above for a 6% differential will receive the same differential for their eight (8) hour workday even though it does not fully encompass the hours of midnight to 5:00 a.m.

**13.7 Overtime.** Overtime pay is defined as additional compensation earned by an employee who is held over on his regularly scheduled tour of duty, or is requested to return to duty at a time that is more than 12 hours after notice is given. The employee will be compensated at time and one-half ( $1\frac{1}{2}$ ) for his/her hourly rate of pay, including longevity, shift and assignment differential pay (ADP) for those hours worked. ADP will only apply if the employee is working overtime in their ADP assignment. The Department has adopted the FLSA 7 (k) exemption for law enforcement officers. Under this exemption, officers working in the resident program will receive overtime for any hours over 171 hours in a 28 day work period. This exemption for resident officers does not apply to reimbursable overtime assignments or any callback time on their regularly scheduled days off.

An employee will not earn overtime unless they have worked or been in paid status for 80 hours in the pay period.

- A. Overtime (excluding callback and reimbursable hours) may be paid in the form of compensatory time off. Employees will have the option of choosing whether overtime hours worked will be paid or accumulated as compensatory time - this selection is irrevocable except under the following circumstances:
  - Death of the employee (in this event, payment will be made to the beneficiary); or
  - Involuntary separation of the employee.
- B. Compensatory time will be accumulated at one and one-half ( $1\frac{1}{2}$ ) times hours worked and will not accumulate beyond 48 hours. The scheduling of compensatory time off will be done in the same fashion as vacation leave scheduling.
- C. All time off scheduling will default to compensatory time first unless it would result in the loss of vacation leave accrual. Compensatory time will also be used as a first default when sick leave is exhausted.
- D. There will be no cash out of compensatory time prior to retirement or voluntary separation. Accumulated compensatory time must be utilized prior to this type of separation from the Department.

- E. K-9 handlers will receive ten (10) hours of paid overtime per pay period for the at-home care, grooming, transportation, and feeding of the dog. The handler will receive an additional five (5) hours of overtime per pay period if assigned to a second dog.
- F. Effective July 1, 1999, Captains are considered exempt employees and will not be paid overtime, except under the following conditions:
- Special events where the overtime is reimbursed by an outside source;
  - Emergency mobilization as outlined in the Department manual. This does not include mobilizations for scheduled events such as New Years.

*Annotation: This change was made in 1998, to officially place the Captain position in an exempt status with regard to the FLSA. In doing this, it was agreed the Captain salary schedule would be increased by 4%. Discussions regarding emergency mobilizations determined that there were only two examples of this in the past - the Culinary strike and the unrest related to the Rodney King verdict. It was intended that emergency mobilizations of this nature is the example that will be used for the future.*

*The FLSA 7 (k) exemption has been Department policy since the Fair Labor Standards Act has applied to local government. In 2002 negotiations the parties discussed how the exempt status was working. There were issues regarding how different commanders or deputy chiefs allowed flexing of schedules. The Department agreed to brief all of Executive Staff regarding the ability to flex schedules and the Association agreed the expectation to notify superiors of any flexing is appropriate.*

*In 2002, the parties developed language to memorialize the accumulation of compensatory time and establish appropriate standards for accumulation and utilization. It was agreed a labor/management committee would review accrual and utilization after one year of experience to determine impact on the department financially and operationally. In the event the labor/management committee determines there are adverse affects relating to compensatory time, this section of the agreement may be opened to resolve those issues.*

**13.8 Callback.** When required, the Department Head or his designated representative may callback one or more members of the Department. For purposes of this paragraph, callback is defined as compensation earned for returning to duty after an employee has completed his regular tour of duty, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice. When an employee is called back to work, the employee shall be paid overtime in a time and one-half (1½) rated basis. The employee will be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours, or the employee will be paid for the amount of time actually worked over the four (4) hours. However, in the event the period of callback runs into an employee's normal tour of duty, such employee shall be paid time and one-half (1 ½) for only those hours worked outside of his normal tour of duty.

An employee who works less than four (4) hours on the initial call out and is then called out a second time during the initial four hour period shall not be entitled to any additional overtime pay unless the aggregated time worked for both occurrences shall exceed four (4) hours, in which case he shall be paid for the aggregated time so worked. In the event an employee is called out for a second time after the expiration of four (4) hours from the first call out, he shall be paid for a minimum of four (4) hours for each call out except as provided in the previous paragraph.

Effective July 1, 1999, Captains are considered exempt employees and will not be paid callback, except under the following conditions:

- Special events where the overtime is reimbursed by an outside source;
- Emergency mobilization as outlined in the Department manual. This does not include mobilizations for scheduled events such as New Years.

*Annotation: This change was made in 1998, to officially place the Captain position in an exempt status with regard to the FLSA. In doing this, it was agreed the Captain salary schedule would be increased by 4%. Discussions regarding emergency mobilizations determined that there were only two examples of this in the past - the Culinary strike and the unrest related to the Rodney King verdict. It was intended that emergency mobilizations of this nature is the example that will be used for the future.*

**13.9 Education Incentive.** Captains, Lieutenants and Sergeants who hold the following degrees on July 1st of each fiscal year shall receive one of the following lump sum payments on the first pay day in August.

- Any employee in the Unit who has received an Associate's Degree from an accredited college or university shall receive a sum of \$600 per year in addition to his/her annual salary.
- Any employee in the Unit possessing a Bachelor's Degree from an accredited college or university shall receive a sum of \$1,200 per year in addition to his/her annual salary.
- Any employee in the Unit possessing a Master's Degree or higher from an accredited college or university shall receive a sum of \$1,467 per year in addition to his/her annual salary.

Upon separation, pre-paid education incentive will be prorated for the remaining pay periods of the year remaining. The Department will deduct that payment from the final paycheck.

Members who use leave without pay in excess of 160 work hours will also have their pre-paid education incentive prorated for this excess leave without pay time. The Department will deduct that payment from the final paycheck.

*Annotation: The term "accredited" shall mean any accrediting entity that is recognized by the Department of Education or the Council for Higher Education Accreditation and, degrees obtained outside the U.S. if the applicant submits an original, certified, sealed report from an academic credential agency recognized by the National Association of Credential Evaluation Services, the Association of International Credential Evaluators, Inc., or the International Academic Credential Evaluators, Inc.*

**13.10 Acting Pay.** Sergeants and lieutenants who are directed in writing to temporarily accept the responsibilities during the absence of his or her superior officer (lieutenant or captain) will be awarded acting pay if the acting assignment is a work week or longer as designated by the Bureau Commander or Division Commander. Acting pay shall be paid at a rate equal to one step higher than the employee's current base salary.

Captains will be awarded acting pay if the acting assignment is a work week or longer. Acting pay assignments for captains require the expressed written approval of an Assistant Sheriff. Acting pay for captains will be equal to one step higher than the captain's current base salary, or the minimum rate for the position in which the captain is acting, whichever is higher.

### **13.11 Field Training Pay.**

Field Training Pay is temporary monetary compensation of 8% paid to Sergeants and Lieutenants supervising Field Training Officers (FTO) or Corrections Field Training Officers (CFTO). Captains are not eligible for field training pay.

Field Training assignments will be for a continuous six-month cycle. The six-month cycle may be extended when deemed necessary by the Department. Extensions will only occur as a result of continuation of training on the academy class associated with the initial assignment and will be in one month increments.

Corrections Field Training assignments will be for a continuous ten week cycle. The ten week cycle may be extended when deemed necessary by the Department. Extensions will only occur as a result of the continuation of training on the academy class associated with the initial assignment and will be in one week increments.

The Department recognizes employees may need extra training due to extended absences or other issues, and may require re-orientation. Re-orientation Field Training assignments will be for a period of time as determined by the FTEP office or in the case of Correction Officers, the Bureau Commander. FTEP and CFTEP Sergeants and Lieutenants will receive Field Training Pay while an employee in this program is being trained by one of their subordinates.

Field Training assignments and corresponding compensation will be discontinued if the employee leaves the assignment and is no longer available to act in that capacity.

If the Department finds it necessary to deactivate a Field Training Sergeant or Lieutenant or Corrections Field Training Sergeant or Lieutenant during the Field Training cycle, the Field Training pay will cease at the time of the deactivation.

**13.12 Spanish Pay.** Sergeants who translate and/or speak Spanish as a second language to aid them or other Department members in the course of their normal duties shall receive additional compensation. The compensation for these Sergeants will be \$46.00 per pay period.

Such employees must pass a Department approved proficiency examination on conversational Spanish to receive payment. Additional proficiency exams will be administered by the Personnel Bureau as needed.

## **ARTICLE 14 - CLOTHING/EQUIPMENT ALLOWANCE**

The Department and the Association agree that employees shall be paid a yearly clothing/equipment allowance of \$1,000.00.

Motor officers and Mounted Patrol Unit officers will receive an additional \$100 per year for the purchase of specialty boots.

Upon separation, clothing allowance is prorated and reimbursed to the Department for the portion of the year remaining. Members who use leave without pay in excess of 160 hours will also have their uniform allowance prorated and reimbursed to the Department.

## **ARTICLE 15 - MEDICAL BENEFITS**

**15.1 Insurance.** The PMSA will participate in the Las Vegas Metropolitan Police Department Employee's Health and Welfare Trust through December 31, 2014.

By December 31, 2014, a determination will be made as to whether the PMSA's Health and Welfare Trust participants will join the Clark County self-funded health plan rather than have their benefits provided by the Trust. The PMSA, the Department, the County and/or the City have the right to refuse to have the PMSA participants join the Clark County self-funded plan.

If any of the above mentioned parties does not agree to this change, then Article 15 will immediately automatically re-open. The parties shall conduct the first negotiation meeting within 2 weeks of the decision not to change plans, and meetings thereafter shall occur at least once every 2 weeks. If the transition is not going to occur, the contribution rate defined below will continue into the Trust until a new agreement regarding Article 15 is ratified and approved by Fiscal Affairs.

If the parties all agree to this change, the transition will be accomplished at the earliest by January 1, 2015. If the transition cannot be accomplished by January 1, 2015 but is going to occur, the contribution rate defined below will continue into the Trust until implementation is completed.

In the event the PPA agrees to transition to the Clark County self-funded health plan, the PMSA agrees to transition over as well within the same timeframes.

**15.2 Department Contribution.** Effective July 1, 2014, the Department shall contribute \$883.50 per employee



per month to the Las Vegas Metropolitan Police Department Employees Health and Welfare Trust.

**15.3 Deductions.** The Department and the Association agree the Trust is authorized and responsible to determine contribution amounts for employee and employee dependents. Once the contribution amounts are established, whether retroactive or prospective, the Department is hereby authorized to automatically deduct from the paycheck of each employee in the bargaining unit the contribution amount specified by the Trust. Prior to such deductions being made, employees will be given 30 days notice of contribution changes to allow for optional withdrawal of coverage for dependent(s). If the parties agree that the PMSA's Health and Welfare Trust participants will join the Clark County self-funded health plan, upon transitioning to the County plan, this language will no longer apply.

**15.4 Flexible Spending Account.** If the Department offers a Flexible Spending Account, the Department is responsible for administering and maintaining this flexible spending account. Open enrollment for employees that wish to open a Flexible Spending Account is the month of November. In November, you will enroll for the following year. Each year you must enroll if you wish to participate. Enrollment instructions are located on the Employee Self Service (ESS) website.

**15.5 Employee Benefit Trust Fund.** The above referenced Retirement Trust was established for the purpose of subsidizing the retiree's cost of health care coverage. The Employee Benefit Trust has been established in accordance with federal and State laws applicable to employee benefit trust funds (26 USC501©(9)). The monies contributed to the Employee Benefit Trust shall be used only for eligible health care costs of eligible retirees and dependents. The employee's contribution shall be made by automatically deducting the specified amount from the paycheck of the eligible employee prior to any taxes being withheld. The amount of the payroll deduction shall be determined by the Trust.

To be vested in the Employee Benefit Trust, an employee must meet the minimum vesting requirements including contribution requirements established by the Trust. Upon retirement of an employee who has not met the minimum vesting requirements, the Department may, with such employee's consent, deduct from the employee's sick leave cash out and contribute to the Employee Benefit Trust the required amount, as determined according to the rules of the Trust, to meet the minimum vesting requirements of the Trust.

All issues regarding contributions, benefits, plan design, and other operations of the Trust are the exclusive province of the Board of Trustees of the Trust. The Board of Trustees has the sole authority and responsibility concerning such matters.

## ARTICLE 16 - DISABILITY

**16.1 Service Connected.** In the event an employee is absent due to a service connected injury or illness, the benefits afforded this employee will be as follows:

- If the benefits paid to such employee under the provision of SIIS or other Department Workers Compensation Program does not equal the employee's gross salary, the Department shall pay to the employee an amount equal to the difference between the compensation received under Workers Compensation and the employee's then present gross salary, excluding overtime. This compensation will continue for a period of 800 hours from the first day of absence.
- Employees who have ten (10) to 15 years of continuous full-time employment on the date of injury will have their salary compensated for an additional 200 working hours. Employees who have in excess of 15 years of continuous full-time employment will have their salary compensated for an additional 120 hours plus the above 200, totaling 320 hours. After the initial 800 hour period, sick and vacation leave will not accrue. At the time of bonus time accrual (employee's hire date) if an employee has more than three (3)

shifts of non-accrual workers compensation, they will not be eligible for bonus hours. This also applies to any approved extended hours.

**16.2 Compensation.** It is the intent of the Department to pay the on-the-job injured employee (as outlined in this Article) the difference between full base salary and that provided by the Workers Compensation as salary continuance. Therefore, compensation integration shall continue as set out by the Department's workers compensation administrator, Health Detail, statute, or SIIS (for past claims).

**16.3 Sick Leave Utilization.** Upon the expiration of the covered salary protection period, if the employee is still unable to work, the employee may elect to utilize accrued sick leave.

**16.4 Vacation Leave Utilization.** When accrued sick leave has been exhausted, if the employee is still, because of disability, unable to work, the employee will be permitted to use all accrued vacation leave as sick leave. Subsequent to exhausting of both the employee's sick leave and vacation leave, the employee shall receive no additional compensation from the Department. However, exceptions to this rule may be allowed by the Sheriff.

**16.5 Hours Computation.** Compensable hours are for each injury or illness, and hours necessary for subsequent medical attention because of the same injury will be accumulative.

**16.6 Eligibility Requirements.** Before the Department grants these benefits, the employee shall comply with reasonable administrative procedures established by the Department. The Department may also request, at its option and expense, that the employee be examined by a physician appointed by the Department. The examining physician shall provide to the Department and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The Department may further require that such injured employee make himself available for light duty work as soon as possible after released by a qualified physician which may be either Department or employee appointed.

## ARTICLE 17 - REDUCTION IN FORCE

**17.1 Notice.** Whenever it is determined that a layoff/reduction in grade of employees may occur because of lack of work or funds, the Department shall give written notice of the layoff/reduction in grade, including the reason(s) such action is necessary to the PMSA Chairman at least seven (7) calendar days prior to the effective date of the notification of employees.

All permanent employees to be laid off/reduced in grade shall be given written notice of such layoff at least 14 calendar days prior to the effective date.

**17.2 Provisions/Restrictions.** The Department and the PMSA agree that reduction in personnel including layoffs, as it pertains to employees covered under the provisions of this contract, shall be as hereinafter prescribed. When funded positions are eliminated, reductions shall be accomplished in accordance with the following provisions:

- A. **Seniority:** Seniority for employees covered by this collective bargaining agreement will be based upon the seniority of service within the classification held by the employee, with the least senior employees being laid off, reduced in grade or transferred as a result of elimination of positions first.
- B. **Layoffs.** Any employee laid off by an elimination of a position will be subject to reinstatement as prescribed in Article 17.4 Reinstatement.
- C. **Reduction in Grade.** Any employee who is reduced in grade will be bumped to the classification most recently held provided the bumping employee has more seniority in the classification than the employee

being bumped. Employees reduced in grade will have the opportunity to be assigned to open positions within the Patrol Division as determined by the Patrol Division Commander. The assignments will be made prior to any transfers being made in accordance with Article 19 – Seniority.

- D. **Elimination of Positions.** An employee forced to transfer due to an elimination of a position will transfer to the open position as determined by the Patrol Division Commander prior to any positions being filled from the Patrol Transfer Registry referenced in Article 19.3 Patrol Transfer Registry. If there are multiple positions being eliminated at the same time, the positions will be filled based on the seniority in classification in the affected group. If an employee is forced to transfer to a position within the Detention Services Division as a result of an elimination of a position, the employee will transfer to the open position as determined by the DSD Division Commander. The employee will be allowed to participate in the next annual bid as defined in Article 19.

If there are no open authorized positions within the classification, the Department may reduce an employee in grade subject to the parameters identified in C above. Elimination of a position may mean elimination of the position from the unit but not from the Department.

Example: Four PSU squads are being eliminated from the Patrol Division. The four Sergeants that are having their positions eliminated would be offered open positions in Patrol based on their seniority among the four of them prior to the positions being filled in accordance with Article 19.3 Patrol Transfer Registry.

**17.3 Seniority Lists.** Whenever it is determined that a reduction in grade of employees shall occur, the Department agrees to supply current time in classification seniority lists to the PMSA for the jobs being affected.

In the case of classification seniority ties, overall Department seniority shall determine the most senior employee.

**17.4 Reinstatement.** Employees reduced in grade through a reduction in force shall be placed on a reinstatement list by classification and by seniority within that classification and providing the employee has not separated shall be recalled in the inverse order in which the employee was reduced in grade. Persons on such a list will be offered reinstatement to an opening in the job classification and no new employee will be promoted until all qualified employees on reduction status desiring to return to their previous classification have been offered the position. The same time frame/procedure will apply for employees transferred as the result of the elimination of positions in specialized units.

Example: It is determined that a Sergeant position in Vice is going to be eliminated and the Vice Sergeant goes back to Patrol as the result of the elimination. Three months later, a Sergeant in Narcotics retires. The Vice Sergeant whose position was eliminated should be given the option to take the retired Narcotic's Sergeant's spot first, assuming this spot is authorized to be filled.

**Accruals** - Employee accumulation caps for bonus time shall remain as if employee was in the same classification prior to the reduction in grade.

**Period of Eligibility** - Persons on a reinstatement list shall retain eligibility for reinstatement for a period of three (3) years from the date their name was placed on the list providing they have not separated their employment. In the event an employee declines an offer of reinstatement, the employee will be removed from the reinstatement list and will lose all rights to be reinstated to his/her previous position.

**Merit Increases** - Upon returning to the classification the employee was reduced in grade from, the employee retains their accrued time he/she accumulated since his/her last date of promotion into the classification when determining his/her next merit increase.



**Seniority Date** - Upon returning to the classification the employee was reduced in grade from, the employee retains the accrued time he/she accumulated since his/her last day of promotion into the classification from which the employee was reduced in grade from when determining his/her classification seniority. No classification seniority will accrue while outside the classification the employee was reduced from.

## **ARTICLE 18 - HOURS**

**18.1 Work Schedule.** The Department and the PMSA agree that the normal work schedule is 80 hours bi-weekly. The Department has adopted the FLSA 7 (k) exemption for law enforcement officers. Under this exemption, officers working in the resident program will have a 28-day work period.

**18.2 Tour of Duty.** A tour of duty or shift shall be defined as the span of hours during which an individual or unit is assigned to work.

**18.3 Tour of Duty Change.** Under normal conditions, employees will be notified of a tour of duty change at least 12 hours in advance of the change. Permanent or semi-permanent transfers, and overtime shall be excluded. Permanent or semi-permanent involuntary transfers will require 14 days advance notice.

In most circumstances, the Department will notify an employee of a RDO and/or shift change at least 14 days prior. Whenever such notice is not given and the employee desires a review of the change, he/she may take the matter up with the Deputy Chief or Assistant Sheriff as appropriate in his/her chain. The decision of the Deputy Chief or Assistant Sheriff will be final and not appealable any further.

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**18.4 Meetings.** The PMSA recognizes management's right to conduct meetings. These meetings should be predetermined and reasonably allow for employees to arrange their schedules to attend. Additionally management has the right to make attendance mandatory. If any meeting is determined to be mandatory in nature by management, the Department shall authorize compensatory time or overtime for attendance. The choice of the time will be up to the employee.

## ARTICLE 19 - SENIORITY

**19.1 Utilization.** In the selection of days off and vacation leave preference, first choice shall be given those employees holding the greatest amount of seniority in that class.

### **19.2 Bid Procedure for Patrol and Detention.**

#### **Bid Procedure for Patrol**

- A. Once a year, Lieutenants and Sergeants assigned to the Patrol Divisions may select from available days off and shifts by seniority within their assigned area command as designated by the area commander. The area commander or Deputy Chief will make decisions on what shifts and days off will not be available for bid within the area command. Typically this is the Administrative Lieutenant position and the COP and PSU Sergeant's positions. These decisions will be made based on documented special and/or operational needs of the department. The Sergeant and Lieutenant bid process will be completed prior to the PPA bid process beginning each year. The Lieutenant bid process will be completed prior to the Sergeant bid process beginning.
- B. The parameters for the annual bid procedure, bump, are as follows:
- In order to participate in the Patrol Division bid process, the member must currently be assigned to the Patrol Division prior to the bid process beginning. Beginning the bid process will be at the direction of the Patrol Division Deputy Chief's Office.
  - Activated Patrol FTO Sergeants may bid on training squads within their Area Command.
  - Sergeant positions in bike squads and/or enduro squads where the Sergeant is required to ride a bike and /or enduro are subject to bid. Only those Sergeants that are bike and/or enduro certified, as appropriate, may bid for a bike and/or enduro Sergeant position. The Sergeant must be certified prior to bidding. Other Sergeant positions that supervise bike and/or enduro officers, but are not required to ride bikes and/or enduros, as determined by the Bureau Commander, will be bid with all other eligible positions.
  - Utility squads in the Area Commands are assigned at the discretion of the Bureau Commander (Generally, COP and PSU squads). These squads are not subject to the bid.
  - Administrative Lieutenant positions within the Patrol Division will serve at the discretion of the Bureau Commander/Deputy Chief and are not positions which will be eligible for the bid.
  - At anytime between bids, the department retains the right to change an employee's shift and/or days off based on a documented special or operational need. Additionally, in the event of a significant change in operations, which affects a majority of employees in the rank within a Division, the Department may cause a rebid to occur out of the normal bid cycle described above. In the event of such an anticipated change the Association will be given 30 days notice, so input can be provided.

#### **Bid Procedure for Detention**

Once a year, Lieutenants and Sergeants assigned to the Detention Services Division may select from available days off and shifts by seniority within the Detention Services Division. The Deputy Chief of DSD will make decisions on what shifts and days off will not be available for bid within the Division. These decisions will be

made based on documented special and/or operational needs of the department. The Sergeant and Lieutenant bid process will be completed prior to the PPA bid process beginning each year. The Lieutenant bid process will be completed prior to the Sergeant bid process beginning.

- Administrative Lieutenants/non-platoon Lieutenants/ TAD Sergeant positions within the Detention Division are at the discretion of the Bureau Commander/Deputy Chief. (TAD Sergeants positions within Detention Services Division are specialty assignments that are tested for.)

*Annotation: This procedure is not intended to allow Captains/Lieutenants coming into an assignment the authority to involuntarily transfer others into the position. Movement is intended to occur at the bump or when a supervisor voluntarily vacates a position. This does not apply to administrative transfers that may be a result of performance or conduct.*

### **19.3 Open Positions in Patrol/Detention.**

#### **Open Positions in Patrol**

The Area Captain or Deputy Chief will make decisions on what shifts and days off will not be open within the area command. Typically these include the Administrative Lieutenant position and the COP and PSU Sergeant's positions. Area Captains/Deputy Chief's may move Lieutenants and Sergeants for documented needs.

When a vacancy occurs in Patrol due to a qualifying event i.e. (promotion, demotion, resignation, retirement, termination, or transfer), the vacancy will be filled in the following manner:

**Step 1** - The position will be filled from the Patrol Transfer Registry. For transfers from the Patrol Transfer Registry to be honored, the transfer must be on file at least four weeks (28 calendar days) prior to the vacancy. If there are multiple requests on the registry, the decision will be based on overall department seniority in rank. If there is no transfer on file proceed to Step 2.

*Example:* A day shift Sergeant at DTAC is transferring to a specialized unit in two weeks. There are two transfers on the registry for the squad. Patrol Sergeant A's request was received five weeks (35 calendar days) prior to when the vacancy is to occur. Patrol Sergeant B's request was received two weeks (14 calendar days) prior to when the vacancy is to occur. Sergeant A's call sign is 653 and Sergeant B's call sign is 579 so Sergeant B is senior. Because Sergeant B's transfer was not on file four weeks (28 calendar days) prior to the vacancy, Sergeant A would get the transfer. If however both transfers were on file at least four weeks (28 calendar days) prior to the vacancy, Sergeant B would get the transfer.

*Example:* A day shift Lieutenant at EAC is transferring to FPC to replace a retiring Lieutenant. A Gang Lieutenant (330G) wants to return to take the position at EAC and has a transfer request on the patrol registry received at least four weeks (28 calendar days) prior to the vacancy. There is a Patrol Lieutenant (345) who also has a transfer request on the patrol registry received at least four (28 calendar days) prior to the vacancy. The Gang Lieutenant is senior. The Lieutenant from Gangs would get the transfer based on his department seniority as a Lieutenant. If however, the Patrol Lieutenant (330) had department seniority over the Gang Lieutenant (345G), the Patrol Lieutenant would get the transfer.

**Step 2-** The position will be filled by a new promotion.

*Example:* A grave yard sergeant at CCAC has transferred to swings due a retirement at the area command. Thus, there is now a vacancy on graveyard. There are no transfers on the registry. There is a promotion due to the retirement. The recently promoted sergeant would get the vacancy.

### **Patrol Transfer Registry**

The Patrol Division Deputy Chief's Office will maintain an on-going registry for any requested transfers. Lieutenants and Sergeants may submit a transfer request at any time during the year whether or not he or she is currently assigned to the Patrol Division. Transfer requests will be filled based on overall department seniority by rank regardless of assignment. However, to be considered, all transfers must be on file at least four weeks (28 calendar days) prior to the vacancy. The Patrol Transfer Registry will be posted to the Intranet and updated weekly.

The registry will expire on March 1<sup>st</sup> each calendar year. However, if a position becomes available due to a qualifying event during the time frames of March 1<sup>st</sup> to March 31<sup>st</sup>, to honor the four week (28 calendar days) requirement for transfer requests, the transfer will first be offered to the person on the list prior to the current active list, then to the current active list at Step 1. If no one takes the position at Step 1, it would go to Step 2.

**Example:** A Patrol Lieutenant retires on March 1<sup>st</sup>. To preserve the four week (28 calendar days) provision this would first be offered to the people on the transfer registry which has the expiration date of March 1<sup>st</sup>. If there is no one on this list the position would be offered to anyone on the new list beginning from March 1<sup>st</sup>.

It will be the responsibility of the individual Lieutenant or Sergeant to confirm interest in a transfer position upon contact by the Patrol Division. If a transfer position is offered to a supervisor and the supervisor declines the position, their request will be removed from the registry. A supervisor who declines a position and is removed from the registry may then resubmit. It will also be the responsibility of the individual Sergeant or Lieutenant to remove themselves from the registry should their desire to transfer change between purge dates. Transfers will be submitted via e-mail to:  
TransferRequestPatrol@lvmpd.com

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Lieutenants and sergeants submitting a transfer request will receive a confirmation-mail within 72 hours. If a confirmation e-mail is not received, it is the responsibility of the Sergeant or Lieutenant submitting the request to confirm it has been received.

### **Open Positions in Detention**

Available positions within DSD are at the discretion of the DSD Deputy Chief. The Detention Services Deputy Chief's Office will maintain an on-going registry for any requested transfers between Detention Bureaus (Platoon assignments in CBB, STB or NTB). The Deputy Chief/ Bureau Captains may move Lieutenants and Sergeants for documented needs. (Probationary members will not fill a position if a non-probationary member is requesting to transfer to the opening.) A member may utilize seniority to affect such transfers with members already assigned to the bureau receiving preference to those outside of the bureau.

When transferring out of a TAD/non-platoon assignment after completion of the TAD assignment and it falls outside of the annual bid process, the member will move to the first open and available platoon position based on Division seniority (bureau preference as described above does not apply). If multiple open platoon positions exist in Detention, the member will have a choice based on seniority. Those members not completing the full term of their respective TAD will move to the first open and available platoon position.

When an opening occurs in a TAD assignment in Detention due to a qualifying event i.e. (promotion, demotion, resignation, retirement, termination, or transfer), the vacancy will be filled in the following manner:

**Step 1** - The position will be offered to eligible non-probationary Lieutenants and Sergeants within the Division. If there is no interest, proceed to Step 2.

**Step 2** - The position may be offered to probationary employees. If it is not filled at this level proceed to Step 3.

**Step 3** - The position will be filled by a new promotion.

#### **Detention Transfer Registry**

Members assigned to DSD will utilize LVMPD Form 21A, Transfer Request, to request a change of assignment. Transfer assignments will be based on seniority, regardless of the date of the transfer request. Upon completion of the annual bid process, a new transfer request must be submitted by each member seeking a change of assignment.

**19.4 Disputes Regarding the Bid Process/Open Positions.** A member who will not be allowed to participate in the bid process will be given an opportunity to meet with the Patrol Deputy Chief or Detention Services Deputy Chief, whichever is applicable and an Association representative prior to the bid process beginning. The Deputy Chief is the final authority for resolving the dispute.

**19.5 Non-Bid Lieutenant Positions.** When a Bureau Commander or above, outside of Patrol and DSD platoon Lieutenants, becomes aware of a vacancy for a Lieutenant under their command, they will send an email to the address "Request for Transfer PAN" requesting a Transfer Personnel Action Notice (TPAN) to establish a pool of eligible candidates. This TPAN should state the requirements and qualities desired for selection to the position and remain open for 14 days, when possible. Interested Lieutenants will then notify the respective Bureau Commander or above and their immediate supervisor of their interest. The selection process will only consist of a file review and "verbal resume" interview with the Bureau Commander to determine suitability. The Bureau/Area Commander will take notes for the OHR transfer file as to why a candidate was selected. This pool of eligible candidates will be active for one year from the date of the interviews.

### **ARTICLE 20 - ACCIDENT PREVENTION BANK**

**20.1 Accident Prevention Bank.** Employees will be rewarded for non-negligent and/or an accident-free department driving record. The reward will be the ability to accrue hours that will be banked for use in the event they receive a disciplinary suspension for a traffic accident.

**20.2 Accrual and Use of Hours.** Employees will accrue 20 hours of bank time per two (2) year non-negligent and/or an accident-free period. The maximum accrual will be capped at 40 hours. These hours may be used at the employee's option for disciplinary suspensions applied for traffic accidents and will not be used for any other purpose (i.e., the hours will not be compensated under any circumstance). This benefit will have no effect on decisions made by the Accident Review Board; however, the Accident Review Board will be responsible for determining the amount of hours an employee has in his/her bank based on the formula set out above and the accident records maintained by the Board.

### **ARTICLE 21 – DUTY WEAPON**

**21.1 Maintenance.** Aside from general upkeep and cleaning, the Department will be responsible for maintenance of weapons. Any mechanical problems with weapons shall be referred to the Department armorer.

**21.2 Replacement.** Any weapon that is damaged or destroyed as a result of a duty related incident, will be replaced by the Department.

**21.3 Stock.** The Department will stock a sufficient number of replacement weapons for temporary use when weapons become unserviceable.

## **ARTICLE 22 – TRANSFERS**

The Association and the Department agree there are three types of transfer - voluntary, administrative, and disciplinary.

Administrative transfers occur as a result of an action to enhance operations, further the Department's mission, or improve efficiency and effectiveness. These transfers will also occur where an act compromises the integrity of the individual or unit and/or the conduct of the employee creates an environment where the employee loses effectiveness in the unit. The parties agree these types of transfers from specialized units will be evaluated for necessity.

Generally, administrative transfers do not occur as a result of single events or incidents, except where it is determined the transfer is necessary to further the Department's mission.

Disciplinary transfer is a disciplinary action which may occur where it is determined that an employee's conduct or performance warrants that level of discipline. An employee who has been disciplinarily transferred may not transfer back into the assignment or section from which the employee was disciplinarily transferred, for a period of one (1) year.

Prior to the employee being administratively transferred, the supervisor will forward his recommendation in the form of an inter-office memorandum to the Bureau Commander or Deputy Chief (whichever is appropriate) for approval. This memorandum is for justification purposes only and will not be placed in an employee's personnel file. Said memorandum will be provided to the employee and Association, at least 14 days prior to the effective date of the transfer. The Department reserves the right to transfer with less than 14 days notice to fulfill operational needs.



## ARTICLE 23 – DRUG TESTING

**23.1 Parameters.** Department Procedure 5/110.26 specifies the procedures for random drug testing. In addition to this procedure, the following parameters will apply under this contract:

- The random drug testing program shall only apply to illicit drugs as set out in Procedure 5/110.26.
- Covered employees will be randomly selected based on assignment/unit and required to provide a sample. Refusal to test or substantial evidence indicating alteration or adulteration of the sample will be cause for termination. Substantial evidence of alteration or adulteration at the collection site and laboratory means evidence which would support a reasonable conclusion that adulterants or foreign substances were added to the urine, that the urine was diluted, or that the specimen was substituted. If there is articulable reasonable evidence at the collection site and/or laboratory that there has been an alteration or adulteration of a sample, the sample alleged to have been altered or adulterated will be secured and processed under the same standards and process as if the sample was a proper urine sample; however, the Chain of Custody and Control Form used in submitting the specimen for testing will be labeled SUSPECTED ALTERED/ADULTERATED SAMPLE. The collector will write the reasons describing what factors led the collector to suspect alteration or adulteration on the form. The employee will be required to submit another sample if alteration or adulteration is suspected at the collection site.

Any alteration or adulteration allegation will be cause for an internal investigation to determine whether there is substantial evidence to demonstrate whether the employee altered or adulterated his/her sample. In any event, the employee retains all rights provided them by his/her collective bargaining agreement and the Department manual.

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An employee will not be ordered or required to disclose protected health information and maintains his/her rights to privacy under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal law, or Nevada state law.

- The employee who tests positive will be subject to termination.
- As a result of a verified positive test, the employee will have the option of resigning his/her employment.

**23.2 Voluntary Identification.** An employee may voluntarily identify himself/herself as an abuser of prescription drugs prior to being identified through other means. Such self-identification may occur through any person in the employee's chain-of-command or an Association representative. Under these circumstances the employee will participate in a mandatory rehabilitation program paid for by the employee and/or the appropriate health insurance carrier. The employee will also be subject to the conditions of a last-chance agreement which will include unannounced testing for a two (2) year period. Because a last-chance agreement is provided in lieu of a termination, no other discipline will be applied in conjunction with the last-chance agreement. A last-chance agreement, as provided herein, will remain in an employee's personnel file for the duration of his/her employment or re-employment. Voluntary identification of the use of illicit drugs will subject the employee to termination. Failure to meet the provisions of a last-chance agreement will be cause for termination.

**23.3 Drug and Alcohol Testing.** Drug and alcohol testing will be conducted immediately following an officer involved shooting, or when a member is considered at fault in a traffic accident while driving a LVMPD vehicle that causes serious bodily injury or death.

## ARTICLE 24 - GENERAL PROVISIONS

**24.1 Savings Clause.** The Department and the PMSA do agree that if any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. This Agreement shall become effective only when signed by the designated representatives of the Department and the PMSA.

**24.2 Contract/Civil Service Rule Duplication.** The Department and the PMSA agree that matters subject to bargaining under NRS 288.150 which are in this contract will supersede any corresponding Civil Service Rule of the Department for all Department employees represented by the PMSA.

### **24.3 Personnel Files.**

- A. **Employee Access.** Each employee shall, during normal business hours of the Labor Relations Section, have a right to access his or her own personnel file by appointment.
- B. **Employee Copies.** The contents of personnel records shall be made available to the employee for inspection and review at the time of his/her appointment. At an employee's request, he or she shall be provided one (1) copy of any or all documents posted in the employee's file.
- C. **Rebuttal Statement.** Before an adverse comment or document can be put into an employee's personnel file, the employee must be made aware of the comment or document by having read the comment or document and initialed or signed the same. An employee has the right to refuse to sign the comment or document after reading it, and the fact that the employee refused to sign the comment or document shall be noted on the face of the document itself. ~~The employee may file a written response that is specific to the adverse comment or document entered into his/her personnel file within 30 days after he or she is asked to initial or sign the comment or document.~~ If a written response is prepared by the employee, the Department must attach the employee's written response to the adverse comment or document. All formal disciplinary actions shall be recorded in the employee's personnel file and shall constitute the official record to be utilized in disciplinary proceedings.
- D. **Access by Others.** The only other persons permitted to have access to the contents of an employee's personnel file, excluding background investigations and references from previous employers, are a designated representative of the employee having the employee's signed authorization and the Department's authorized staff, which may include outside legal counsel. An employee's physical file shall not be made available to any persons or organizations other than the Department and the employee without the employee's expressed authorization, unless pursuant to a court order or other statutory requirements.
- E. **Purging.** All disciplinary matters will be removed from the personnel file at the following times and under the following conditions. A subsequent discipline of a similar nature is defined as a disciplinary action that is similar because it is:
- A performance issue;
  - A misconduct issue as defined in Civil Service Rule 510; or
  - Adjudicated through the Accident Review Board process.

Aside from the separate categories set out above, extension retention in the personnel file will occur in both the area of performance or misconduct if there is a reasonable similarity. For example, a performance discipline will extend a misconduct discipline if it is reasonably similar to the performance discipline in question.



Written Reprimand - 18 months after the date the employee signs or is given the opportunity to sign the adjudication or three (3) months after the filing of the statement of complaint. The earlier of these two dates will start the purge period. Any subsequent discipline of a similar nature shall extend the purging of the original discipline by another 12 months or the purge length of the latest disciplinary action, whichever is shortest.

Minor Suspension - three (3) years after the date the employee signs or is given the opportunity to sign the adjudication or three (3) months after the filing of the statement of complaint. The earlier of these two dates will start the purge period. Any subsequent discipline of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

Major Suspension/Demotion/Removal from a Promotional List - five (5) years after the date the employee signs or is given the opportunity to sign the adjudication or three (3) months after the filing of the statement of complaint. The earlier of these two dates will start the purge period. Any subsequent discipline of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

Disciplinary Transfer - two (2) years after the date the employee signs or is given the opportunity to sign the adjudication or three (3) months after the filing of the statement of complaint. The earlier of these two dates will start the purge period. Any subsequent discipline of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

In all circumstances where investigations are delayed because of a criminal investigation, the purging date will be the date the employee signs or is given the opportunity to sign the adjudication, or three (3) months after the completion of the criminal investigation or the date Internal Affairs is cleared to conduct their investigation. The earlier of these dates will start the purge period. In cases of any extended period of absence of the employee, the purge period will begin the date the employee signs or is given an opportunity to sign the adjudication.

A contact report will not be maintained in the personnel file. Contact reports in a supervisory file may be utilized to show that discipline was warranted.

Purged documents may be retained by the Department pursuant to any applicable statutory document retention schedules; however, such documents may not be used by the Department for disciplinary purposes in the future. Evidence of purged discipline can only be raised for rebuttal purposes in an administrative hearing if the employee claims he/she has no disciplinary history.

## ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2014, unless otherwise specified herein, and shall be effective through June 30, 2016. This agreement shall remain in full force and effect during negotiations for a successor agreement with the exception of any compensation other than base pay, regular step increases, assignment differential, shift differential and longevity. Retroactivity provided herein shall only apply to employees of the Department as of the date of the signing of this agreement.

This agreement is entered into on this the 28<sup>th</sup> day of July 2014, by the Las Vegas Metropolitan Police Department and the Police Managers & Supervisors Association.

For the Department

For the Association

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Douglas C. Gillespie  
Sheriff

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John Faulis  
Chairman

For the Fiscal Affairs Committee

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Jim Hammer  
Chairman

PMSA Agreement - July 1, 2014 - June 30, 2016